



Attorney Docket No.: IR F1585-01

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Inventor : Paye
Serial No. : 10/777,734
Filed : February 12, 2004
Title : **Zinc Oxide Containing Surfactant Solution**
Examiner : Necholas Ogden, Jr.
Group Art Unit : 1751
Confirmation No. : 5614

December 23, 2004

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

I hereby certify that this paper, along with any other paper or fee referred to in this paper as being transmitted herewith, is being deposited with the United States Postal Service with sufficient postage as First-Class Mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on this 23rd day of December, 2004.

By: _____

Danielle L. Hribik

Dear Sir:

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING
REJECTION UNDER 37 CFR 1.321(b) and (c)

Colgate-Palmolive Company, a corporation of the State of Delaware, represents that it is the assignee of the entire right, title and interest in and to the invention disclosed and claimed in application Serial No. 10/777,734 filed on the 12th day of February, 2004, for Zinc Oxide Containing Surfactant Solution by virtue of an Assignment of said application which was recorded in the U.S. Patent & Trademark Office on April 26, 2004 as Reel 015255, Frame 0340; a copy of said Assignment is separately attached. The Colgate-Palmolive Company hereby disclaims the terminal part of any patent granted on the above-identified pending application which would extend beyond the expiration date of: (1) U.S. Patent No. 6,774,096 of which


Colgate-Palmolive Company by virtue of an Assignment of said patent which was recorded in the U.S. Patent & Trademark Office on February 13, 2004 as Reel 014970, Frame 0977; has the entire right, title and interest in and to the invention disclosed and claimed in said U.S. Patent No. 6,774,096 which was filed on October 9, 2003 and hereby agrees that any patent so granted on the above-identified patent shall be enforceable only for and during such period that the holder of legal title to said patent shall be the same as the holder of legal title to said U.S. Patent No. 6,774,096. This Disclaimer is to run with any patent granted on the above-identified pending application and is binding upon the grantee, its successor or assigns.

The assignee, Colgate-Palmolive Company, by its attorney of record, Bernard Lieberman, hereby states that the required evidentiary records of assignment have been reviewed as evidenced by copies of the Assignments annexed hereto as Exhibit A (USSN 10/777,734) and Exhibit B (U.S. Patent No. 6,774,096) and hereby certifies that to the best of his knowledge and belief, title is in the assignee seeking to take the action.

Please charge the \$130 fee for filing of the Terminal Disclaimer to Deposit Account No. 03-2455.

The Commissioner is hereby authorized to charge any additional fees under 37 CFR 1.16 et seq. which may be required or credit any overpayment of Deposit Account No. 03-2455. This letter is being submitted in duplicate.

Date: December 23, 2004

Signature: 

Bernard Lieberman
Attorney for Applicants
Registration No. 26,194

BL:dlh

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ASSIGNMENT

[ASSIGNMENT OF U.S. PATENT AFTER IT HAS RECEIVED A SERIAL NUMBER]

Docket No. F1585-00

WHEREAS, [I], Marc Paye, (below referred to as ASSIGNORS), residing, respectively, as set forth hereinafter, have invented an invention for which application for Letters Patent of the United States was filed in the United States Patent and Trademark Office as Application Serial No. 10/777,734, filed February 12, 2004, naming the ASSIGNORS as inventors, and entitled Zinc Oxide Containing Surfactant Solution; and

WHEREAS, Colgate-Palmolive Co., ("Assignee"), a corporation duly organized and existing under the laws of the State of Delaware, United States of America and having its principal office and place of business at 300 Park Avenue, New York, New York 10022, is desirous of obtaining the entire right, title and interest in and to the aforesaid invention, and patent application and corresponding patent rights worldwide;

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS, by these presents does sell, assign and transfer to ASSIGNEE, the full and exclusive right, title and interest in and to the aforesaid invention, the aforesaid U.S. and all corresponding foreign patent applications, all divisional, continuing, reissue and reexamination applications of the aforesaid U.S. application, and all Letters Patent or comparable rights issuing thereon in the United States and in all foreign countries, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the ASSIGNORS hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks and all foreign Patent Offices to issue all Letters Patent or comparable rights issuing on any application as aforesaid to ASSIGNEE, or to its successors, assigns or legal representatives;


ASSIGNORS hereby covenant that ASSIGNORS have full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement in conflict herewith;

ASSIGNORS agree to communicate to ASSIGNEE or to its successors, assigns or legal representatives any and all facts known to them or any of them respecting said invention, and without further remuneration to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and reexamination applications, make all rightful oaths and generally do all lawful acts to aid ASSIGNEE or its successors, assigns or legal representatives to obtain and enforce proper patent protection for said invention in all countries and to enhance or perfect ASSIGNEE's title in and to the invention and patent rights therein.

ASSIGNORS hereby authorize attorneys for ASSIGNEE to enter on this document any applicable serial numbers and filing dates after ASSIGNORS' execution of this document.

This Assignment is effective as of February 12, 2004.
(Date of Filing)

Signed this 22nd day of January, 2004


Name: Marc Paye


Address: Rue des Moulins 49, 4342 Hognoul, Belgium

Country of Belgium)
) ss:
County of Liege)

On this 22th day of January 2004, before me, a Notary Public in and for the State and County aforesaid, personally appeared Marc Pave, to me known and known to me to be the person of that name, who executed the foregoing instrument in my presence.

Vu pour la légalisation de signature

..... ci-dessus apposée en ma présence.



The notary seal is circular with the text "NOTARY PUBLIC" at the top and "PIERRE J. BELMONT" at the bottom. In the center is a coat of arms featuring a crown, a shield with a cross, and two lions on either side.

Notary Public

Pierre DELMOTTE
NOTAIRE
481, chaussée de Tongres
4000 ROCOURT - LIÈGE
Tél. 04/263.57.55

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ASSIGNMENT

[ASSIGNMENT OF U.S. PATENT AFTER IT HAS RECEIVED A SERIAL NUMBER]

Docket No. F1585-00

WHEREAS, [I], Marc Paye, (below referred to as ASSIGNORS), residing, respectively, as set forth hereinafter, have invented an invention for which application for Letters Patent of the United States was filed in the United States Patent and Trademark Office as Application Serial No. 10/681,935, filed October 9, 2003, naming the ASSIGNORS as inventors, and entitled Zinc Oxide Containing Surfactant Solution; and

WHEREAS, Colgate-Palmolive Co., ("Assignee"), a corporation duly organized and existing under the laws of the State of Delaware, United States of America and having its principal office and place of business at 300 Park Avenue, New York, New York 10022, is desirous of obtaining the entire right, title and interest in and to the aforesaid invention, and patent application and corresponding patent rights worldwide;

NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNORS, by these presents does sell, assign and transfer to ASSIGNEE, the full and exclusive right, title and interest in and to the aforesaid invention, the aforesaid U.S. and all corresponding foreign patent applications, all divisional, continuing, reissue and reexamination applications of the aforesaid U.S. application, and all Letters Patent or comparable rights issuing thereon in the United States and in all foreign countries, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the ASSIGNORS hereby authorizes and requests the U.S. Commissioner of Patents and Trademarks and all foreign Patent Offices to issue all Letters Patent or comparable rights issuing on any application as aforesaid to ASSIGNEE, or to its successors, assigns or legal representatives;

ASSIGNORS hereby covenant that ASSIGNORS have full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement in conflict herewith;

ASSIGNORS agree to communicate to ASSIGNEE or to its successors, assigns or legal representatives any and all facts known to them or any of them respecting said invention, and without further remuneration to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and reexamination applications, make all rightful oaths and generally do all lawful acts to aid ASSIGNEE or its successors, assigns or legal representatives to obtain and enforce proper patent protection for said invention in all countries and to enhance or perfect ASSIGNEE's title in and to the invention and patent rights therein.

ASSIGNORS hereby authorize attorneys for ASSIGNEE to enter on this document any applicable serial numbers and filing dates after ASSIGNORS' execution of this document.

This Assignment is effective as of October 9, 2003.
(Date of Filing)

Ville de LIEGE
*0200€
18.07.03
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